

AGREEMENT BETWEEN THE MINISTRY OF DEFENSE OF UKRAINE
AND THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
C O N C E R N I N G
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Ministry of Defense of Ukraine and the Department of Defense of the United States of America, hereinafter referred to as the "Parties," have agreed to consider an exchange of health care and whereas the laws and regulations of the Parties stipulate and provide that inpatient medical care in the Parties medical treatment facilities may be furnished without cost to foreign force members and their dependents who are stationed in the national territory, provided, that the foreign force members' Government makes available comparable care for a comparable number of members of their own force members and their dependents in their country, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable members will be made available and this fact may be useful to each Party.

Now therefore, the Parties agree as follows:

SECTION I

GENERAL

1. This Agreement applies to military members and their dependents of the United States and Ukraine who are in each others' country for more than 30 days at the invitation of the receiving Party.

2. Definitions:

2.1. Dependent: The spouse or dependent child of a military member, as follows:

2.1.1. Spouse: a person who, based on the laws of the military member's country, is considered to be the lawful husband or wife of the military member.

2.1.2. Dependent child: the child of a military member who depends on the military member for support, as defined by the regulations of each country.

2.2. Representatives of the Parties: the representatives of the Parties for the purposes of implementing this agreement shall be the Chief of the Main Medical Department of the General Staff of the Armed Forces of Ukraine and the Assistant Secretary of Defense for Health Affairs, for the United States.

2.3. Subsistence charge: a charge for meals consumed in a Party's medical treatment unit or facility.

3. Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing care.

4. The Medical Departments of both Parties have agreed to make available the health care specified in this Agreement, subject to and according to their regulations and the availability of funds for such purposes.

SECTION II

1. HEALTH CARE TO BE MADE AVAILABLE BY UKRAINE:

The Main Medical Department of the Ministry of Defense of Ukraine shall make available:

1.1. For military members, outpatient and inpatient care in medical and dental facilities of the Main Medical Department of the General Staff of the Armed Forces of Ukraine is made without cost (except for a subsistence charge, if applicable).

1.2. For dependents:

- Outpatient or inpatient care in the medical facilities of the Main Medical Department of the General Staff of the Armed Forces of Ukraine is made without cost (except for a subsistence charge, if applicable);

- Dental care in the medical and dental facilities of the Main Medical Department of the General Staff of the Armed Forces of Ukraine is made without cost, to the same extent that such care is made available to dependents of Ukrainian military members in those facilities.

2. HEALTH CARE TO BE MADE AVAILABLE BY THE UNITED STATES OF AMERICA:

The Department of Defense of the United States of America shall make available:

1.1. For military members, outpatient and inpatient care in Department of Defense medical and dental facilities of the U.S.A. is made available without cost (except for a subsistence charge, if applicable).

1.2. For dependents:

- Outpatient and inpatient care in medical facilities of the Department of Defense in the United States of America is made available without cost (except for a subsistence charge, if applicable);

- Dental care in dental facilities of the Department of Defense in the U.S.A. is made without cost, to the same extent that such care is made available to the dependents of the American military.

SECTION III

1. Disputes, questions or disagreements relating to the interpretation or implementation of the provisions of this Agreement shall be referred to the

representatives of the Parties, for mutual resolution. Disputes or disagreements shall not be referred to a third party for resolution.

2. The Parties shall hold each other harmless and bring no legal proceedings or claims against each other for damages, injuries or deaths arising out of activities under this Agreement.

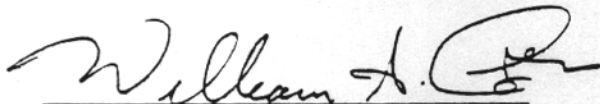
SECTION IV

1. This Agreement shall enter into force on the date of the last signature and shall remain in force for a period of three years. This Agreement may be terminated upon 60 day written notification by either party of its intention to do so.

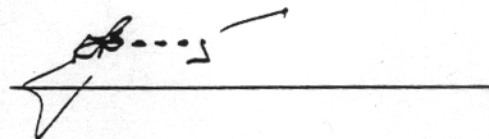
2. This Agreement may be amended or extended, by written agreement of the Parties, through their Representatives.

Done at Washington, this first day of May, 1997,
in two copies, in the English and Ukrainian languages,
both texts being equally authentic.

For the Department of Defense
of the United States of America

A handwritten signature in dark ink, appearing to read "William A. Cohen", written over a horizontal line.

For the Ministry of Defense
of Ukraine

A handwritten signature in dark ink, consisting of stylized initials and a surname, written over a horizontal line.